

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McLeodUSA Telecommunications Services, Inc.		02/13/2007	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as collateral agent		
Street Address:	60 Livingston Avenue, EP-MN-WS3C		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-2292		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2647412	KNOWLEDGEPORTAL	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1600		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	612-766-6911		
Email:	scarlson@faegre.com		
Correspondent Name:	Susan E Carlson		
Address Line 1:	90 South 7th Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
Signature:	/Susan Carlson/		
Date:	02/14/2007		

OP \$40.00 2647412

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TRADEMARK
REEL: 003481 FRAME: 0004

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT dated as of February 13, 2007 (this "**Trademark Security Agreement**"), made by MCLEODUSA TELECOMMUNICATIONS SERVICES, INC., an Iowa corporation (the "**Lien Grantor**"), and U.S. BANK NATIONAL ASSOCIATION, as collateral agent (in such capacity, the "**Grantee**") for the ratable benefit of the Secured Parties (such capitalized term and other capitalized terms used but not defined herein have the meanings respectively assigned thereto in the Security Agreement described below).

WHEREAS, Lien Grantor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, McLeodUSA Incorporated, a Delaware corporation (the "**Company**"), certain of the Company's Domestic Restricted Subsidiaries and the Grantee are parties to that certain Security and Pledge Agreement, dated as of September 28, 2006 (as heretofore amended, restated, modified, and/or supplemented, the "**Security Agreement**"), under which each of the Company and such Domestic Restricted Subsidiaries has secured its Secured Obligations; and

WHEREAS, pursuant to (i) a Security Agreement Supplement, dated as of February 13, 2007 (as heretofore amended, restated, modified, and/or supplemented, the "**Security Agreement Supplement**"), among the Lien Grantor, the Original Lien Grantors (as defined in the Security Agreement Supplement) and the Grantee, and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has become a party to the Security Agreement as a Lien Grantor thereunder and secured its Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor, in order to secure its Secured Obligations, grants to the Grantee for the benefit of the Secured Parties a continuing security interest in all the following property of the Lien Grantor (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising and regardless of where located:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual

property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Collateral. The Lien Grantor shall use all reasonable efforts to obtain any consent relating to Excluded Collateral of the type described in clause (iv) of the definition thereof that is reasonably obtainable to the extent necessary to cause such Excluded Collateral to constitute Trademark Collateral.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Indenture, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

**MCLBODUSA TELECOMMUNICATIONS
SERVICES, INC.**

By: 

Name: Bernard L. Zippoff

Title: Group Vice President, General Counsel
& Secretary

**U.S. BANK NATIONAL
ASSOCIATION, as Collateral Agent**

By: _____

Name:


Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

MCLEODUSA TELECOMMUNICATIONS
SERVICES, INC.

By: _____
Name: Bernard L. Zuroff
Title: Group Vice President, General Counsel
& Secretary

U.S. BANK NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: Richard Prokosch
Title: Vice President

**Schedule 1
to Trademark
Security Agreement**

MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.

U.S. TRADEMARK REGISTRATIONS

Mark	Reg. No (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Comments
ADVANCE TELECOMMUNICATIONS, INC. and Design	19,971,129,860 (Colorado State)	4/14/1997	McLeodUSA Telecommunications Services, Inc.	Registered
KNOWLEDGEPORTAL	2,647,412	11/5/2002	McLeodUSA Telecommunications Services, Inc.	

U.S. TRADEMAK APPLICATIONS

N/A

TRADEMARK LICENSES

N/A